

1995 N. Beyer Rd.
Saginaw, MI 48601
June 19, 2009

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge – Southern District of NY
One Bowling Green
New York, NY 10004-1408

Subject: Docket 05-44881, Article 9.5.11

Dear Judge Drain,

I am writing you to object to the Delphi June 1, 2009 Master Disposition Agreement, Article 9.5.11 that declares severance payments will be terminated upon Delphi's emergence from bankruptcy.

I feel that when the separation agreement was signed, that the severance payment was a contract and it was an entitlement, based on the wording of the contract. I did wave some rights, because there was a release of claims included in the agreement. I felt I was doing the right thing because I provided value to Delphi in exchange for the severance payments.

Since the contract was entered into while Delphi was in bankruptcy, in my case, March of 2009, the severance payment is a contract liability, not a Delphi provided benefit. After the Separation Agreement was signed, I retired effective April, 2009.

I feel the contract is a valid, binding, and legal contract and I expect it to be honored. All things considered, it's a small liability for Delphi to continue the severance payments, through July of 2010. Since I am a retiree, I will be affected again when the Delphi's pension is transferred to the PBGC.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas E. Beyer". The signature is fluid and cursive, with the first name "Thomas" being the most prominent part.

Thomas E. Beyer